

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION**

FAMILY DOLLAR STORES OF  
MISSOURI, LLC,

Plaintiff,

v.

TSAI'S INVESTMENT, INC.,

Defendant.

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No. 4:21-CV-572-SRW

**MEMORANDUM AND ORDER**

Currently pending before the Court are Defendant Tsai's Investment, Inc.'s ("Tsai") Motion for Attorney's Fees, ECF No. 86, and Plaintiff Family Dollar Stores of Missouri, LLC's ("Family Dollar") Motion to Alter or Amend Judgment, ECF No. 90, and Motion to Enforce Settlement Agreement, ECF No. 93. Oppositions have been filed to all three motions. The parties have consented to the jurisdiction of the undersigned United States Magistrate Judge pursuant to Title 28 U.S.C. § 636(c).

Within its motions, Family Dollar requests an evidentiary hearing to determine whether the parties reached an enforceable settlement agreement. Family Dollar asserts a hearing is warranted because there is a factual dispute over whether a settlement agreement was formed during an October 31, 2022 phone call between the parties' attorneys. In the event an enforceable settlement agreement was formed, Family Dollar argues this Court must deny Tsai's Motion for Attorney's Fees, and grant its Motion to Alter and Motion to Enforce Settlement Agreement.

"As a general rule, when the parties dispute the existence or terms of a settlement agreement, the parties must be allowed an evidentiary hearing." *Sheng v. Starkey Laboratories, Inc.*, 53 F.3d 192, 195 (8th Cir. 1995). If the facts are not in dispute, the issue may be decided by

the Court. *Luigino's Inc. v. Societes Des Produits Nestle S.A.*, 2005 WL 735919 at \* 2 (D. Minn. Mar. 30, 2005). To determine if the parties intended to be bound by the agreement, the Court must look at the course of negotiations, agreement on material terms, how the settlement was described, and if any disagreements were mere technicalities. *Caleshu v. Merrill Lynch, Pierce, Fenner & Smith, Inc.*, 737 F. Supp. 1070, 1086 (E.D. Mo. 1990). The parties to the present case disagree on whether they orally entered into a settlement agreement and whether two disputed provisions were material terms. Therefore, the Court finds it is appropriate to set the matter for an evidentiary hearing to determine if a settlement agreement was reached and is enforceable between the parties.

Accordingly,

**IT IS HEREBY ORDERED** that an evidentiary hearing will be held **on Tuesday, February 28, 2023, at 10:00 a.m. in Courtroom 17 South.**

**IT IS FURTHER ORDERED** that the parties shall be prepared and will be expected to argue and present evidence as to *all* three pending motions, including the reasonableness of the attorney's fees requested.

So Ordered this 14th day of February, 2023.

  
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STEPHEN R. WELBY  
UNITED STATES MAGISTRATE JUDGE